



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL (RFP)

DEMANDE DE PROPOSITION (DP)

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Constance Lee
DES Proc 4-2
Constance.Lee@forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Title/Titre Tactical Data Link (TDL) Interoperability (IO) Management Software	Solicitation No – N° de l’invitation W8484-220222
Date of Solicitation – Date de l’invitation 10 February 2022	
Address Enquiries to – Adresser toutes questions à Constance.Lee@forces.gc.ca	
Telephone No. – N° de téléphone 343-548-6874	FAX No – N° de fax
Destination See Herein – Voir ci-inclus	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Solicitation Closes – L’invitation prend fin
At – à : 14 :00 EST
On - le : 11 March 2022

Delivery required - Livraison exigée 31 March 2022	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Annex A: Statement of Work

Annex B: Basis of Payment,

Annex C: Mandatory Technical Requirements

Annex D: COVID-19 Vaccination Requirement Certification

Annex E: Electronic Payment Instruments

1.2 Summary

The Department of National Defence (DND) has a requirement to procure a Tactical Data Link (TDL) Interoperability (IO) Management software solution for the Canadian Armed Forces (CAF) Joint Tactical Data Link Management (JTDL) cell, as described in the Requirement - Statement of Work (Annex A).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, is amended as follows:

- a. Section 02, Procurement Business Number, is deleted in its entirety.
- b. Section 05, Submission of Bids, Subsection 3, is deleted in its entirety.
- c. Section 08, Transition by facsimile or by epost, is deleted in its entirety.
- d. Section 20, Further Information, Subsection 2, is deleted in its entirety.

2.2 Submission of Bids

Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date, time and to the email address indicated on page 1 of the solicitation.

Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (one (1) soft copy, pdf or scanned image)
Section II: Financial Bid (one (1) soft copy, pdf or scanned image)
Section III: Certifications (one (1) soft copy, pdf or scanned image)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.1.1 Submission of the Only Bid From a Bidding Group

The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.

For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:

- a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- b) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- c) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.1.2 Joint Venture Experience

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 5 years of experience providing maintenance services, and (b) that the bidder have 5 years of experience integrating software with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the

requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II: Financial Bid

3.3.1 Pricing: Bidders must submit their financial bid in accordance with Annex B – Basis of Payment – Financial Proposal. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

3.3.2 All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

3.3.3 Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.3.4 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria

The bidder must indicate in their technical proposal how their proposed product meets each of the mandatory technical criteria included in Annex "C".

4.3 Financial Evaluation

4.3.1 Mandatory Financial Criteria

The price of the bid will be evaluated as follows:

Bidders must submit firm prices Delivery Duty Paid (DDP) Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.

The financial proposals will be evaluated in Canadian currency. Pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada at noon on the date of RFP closing.

Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

4.4 Basis of Selection

4.4.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T \(2010-08-16\)](#), Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, **SACC A3081T (2021-11-29)** : [COVID-19 vaccination requirement certification](#) applies. The certification form is attached as Annex "D".

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

5.2.3 Bidder Certifies that All Equipment and Software is "Off-the-Shelf"

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

5.2.4 OEM Certification

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of software proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's software, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the software it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM

Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

If the software proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

For the purposes of this bid solicitation, OEM means the manufacturer of the software, as evidenced by the name appearing on the software and on all accompanying documentation.

5.2.5 Software Publisher Certification and Software Publisher Authorization

If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security and financial Requirements

No security or financial requirements apply to this bid solicitation.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" and Annex "B" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2030 (2021-12-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

7.2.2 Supplemental General Conditions

4003 (2010-08-16), Licensed Software;
4004 (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

Contract Period: The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

7.4.1.1 The "Initial Contract Period", which begins on the date the Contract is awarded and ends three years later; and

7.4.1.2 The period during which the Contract is extended, if Canada chooses to exercise

any options set out in the Contract.

7.4.2 Delivery Date

All the deliverables must be received on or before 31 March 2022.

7.4.3 Option to Extend the Contract

7.4.3.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by two (2) additional one-year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

7.4.3.2 Canada may exercise this option at any time by sending a written notice to the Contractor before the Contract expiry date. The option may only be exercised by the Contracting Authority by notice in writing, and will be evidenced, for administrative purposes only, through a contract amendment.

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Constance Lee
Title: DES Proc 4-2
Department of National Defence
Directorate: Directorate Electronic Systems Procurement (DES Proc)
Address: 101 Colonel By Drive, Ottawa ON, K1A 0A2
Telephone: 343-548-6874
E-mail address: constance.lee@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Technical Authority (Information to be provided at contract award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Directorate: _____
Address: _____

Telephone: ____-____-_____
E-mail address: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the

Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative (Information to be provided at contract award)

7.6 Payment

7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B – Basis of Payment for a total cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.2 Limitation of Expenditure

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.3 Method of Payment - Software Maintenance and Support

H3028C (2010-01-11), Advance Payment, apply to and form part of the Contract.

7.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7 Invoicing Instructions

7.7.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.

7.7.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

7.7.3 By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

7.7.4 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Department of National Defence
101 Colonel By Drive
Ottawa, ON
K1A 0A2

Name: (Information to be provided at contract award)

E-mail address: (Information to be provided at contract award)

7.8 Certifications and Additional Information

7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4003 (2010-08-16), Licensed Software and 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2030 (2021-12-02), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Mandatory Technical Requirements;
- (g) the Contractor's bid dated _____, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: "* as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

7.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

REQUIREMENT - STATEMENT OF WORK (SOW)

1.0 TITLE

Tactical Data Link (TDL) Interoperability (IO) Management software solution.

2.0 OBJECTIVE

The objective is to procure a TDL IO Management software solution for the Canadian Armed Forces (CAF) Joint Tactical Data Link Management (JTDLM) cell.

3.0 BACKGROUND

TDL is defined as a standardised message format used to exchange tactical data. TDL is built to either United States (USA) or North Atlantic Treaty Organization (NATO) technical standards.

The JTDLM section is responsible for ensuring the interoperability of the CAF's TDL equipped platforms such as the CF-188 Hornet aircraft, CP-140 maritime patrol aircraft and the Halifax Class Frigate. This responsibility includes capturing the TDL implementations of each platform, assessing those implementations against the Information Exchange Requirements (IER) and the TDL standards, and evaluating the level of interoperability with other platforms.

Interoperability is defined as the ability for TDL platforms to communicate with each other. An interoperability assessment is the process of analysing the way a TDL host system communicates with another TDL host system. As TDL platforms are often built to different standards, there are often interoperability issues which are extremely important for TDL operators to understand and recognise. These interoperability issues are not always seen in a live TDL environment and are only identified using a specialised tool built to do TDL platform interoperability analysis.

4.0 SCOPE

JTDLM requires the purchase of a TDL IO Management software solution, in support of the CAF TDL IO testing program. The software solution must capture the implementation of TDL equipped platforms in a database, compare that implementation with other TDL equipped platforms, in order to identify any possible interoperability issues, and to document those issues for review by the TDL technical and operational communities.

The software solution must function (must be able to be installed) on stand-alone workstations (desktops and laptops) and must be able to publish outputs to an HTML and/or SharePoint server hosted on a network.

Installation and configuration services are not required.

5.0 DELIVERABLES

The Contractor must provide a TDL IO Management software solution including, training services and maintenance and support services as detailed at Section 5.0 of this SOW:

5.1 The Software Solution must include the following functionality:

- 5.1.1** Support the capture of TDL implementation data to value level and the capture of operationally significant deviations from recognized NATO and USA TDL standards listed at Section 9;
- 5.1.2** Support the analysis of TDL interoperability at the implementation level both from a single link and multi-link perspective and in the context of operational Information Exchange Requirements (IERs). These IERs differ from platform to platform and need to be verified with an interoperability testing toolset;
- 5.1.3** Support the capture of platform/interoperability issues which can be re-used in multiple analyses with other platform data. Once the information is captured, it needs to be displayed in a standardised data format including MS Excel, MS Word, PDF, HTML, etc;
- 5.1.4** Support the capture of Capabilities and Limitations (Caps and Lims) across the entirety of TDL systems not just those relating to the NATO and USA TDL Message Standards including Network Management and Bearer;
- 5.1.5** Provide a graphical representation of TDL systems Caps and Lims in the context of operational IERs for use/understanding by military operational users. This graphical representation will show the host system interoperability based on the platform implementation which is often built on two different NATO and/or USA standards;
- 5.1.6** Provide outputs in an HTML format suitable for publishing to Web servers and/or SharePoint;
- 5.1.7** Supports the exchange of data using Commercial off-the-shelf software (COTS) and standardized data formats including but not limited to MS Excel, MS Word, PDF, MS SQL Server, and NATO XML Schema;
- 5.1.8** Software must be compatible with the Microsoft Windows 10 operating system.

5.2 Software Use Requirements

- 5.2.1** The Software must be able to be installed on sixteen (16) standalone computers (laptops or workstations) with one (1) licence having full functionality and fifteen (15) licences having partial functionality as described below:
 - 5.2.1.1** One (1) licence must be fully functional and capable of accessing and executing all the functions of the software; and
 - 5.2.1.2** Fifteen (15) licences must include, at minimum, the ability to develop, maintain, and export the TDL implementation of a platform.

5.3 Training Services

- 5.3.1** Training for up to 20 end-users covering all the functionality of the software including the capabilities of the toolset, how to capture data, and how to analyse the output.
- 5.3.2** Training must be delivered in-person in Ottawa, Ontario, Canada at an unclassified location to be provided by the Department of National Defence.
- 5.3.3** The contractor delivering the training must be fully vaccinated against COVID-19 with a vaccine approved for use by Health Canada.
- 5.3.4** Training must be delivered in English.
- 5.3.5** Contractor must provide electronic training materials, in PDF format, for use during and after the course in English.

- 5.3.6** Contractor must provide appropriate software licences that will be required for the training.
- 5.3.7** Contractor must provide unclassified sample data to be used during the training.
- 5.3.8** Hardware will be provided by the Department of National Defence.

5.4 Maintenance and Support Services for Software Solution must:

- 5.4.1** Be provided for a period of three (3) years from date of contract award including the option to renew the support for an additional two (2) one (1) year periods.
- 5.4.2** Be provided from Monday through Friday from 0900 -1700 EDT/EST excluding statutory holidays.
- 5.4.3** Initial support queries to be submitted from the Technical Authority by email to an e-mail address provided by the contractor. A list of personnel and email addresses authorized to initiate support requests will be provided to the contractor by the Technical Authority.
- 5.4.4** The contractor will provide a telephone number for support.
- 5.4.5** Response time for initial support queries must be less than 48 hours from date and time of submission (business days only).
- 5.4.6** Provide software updates in order to incorporate new technically approved baselines of the associated NATO and USA TDL standards. Updates must be provided no later than 6 months after promulgation/release.
- 5.4.7** For the duration of the software maintenance period, the Contractor must provide all software patches, updates, and any new major releases.

6.0 Other Obligations of the Contractor

The contractor must:

- 6.1** Provide a link to download the TDL IO Management software; an electronic copy of the software licence(s), licence keys and documentation;
- 6.2** Email the links to the DND Technical Authority using the email address detailed within the contract;
- 6.3** Provide software and licences within ten (10) days of contract award on or before 31 March 2022 and the training must be delivered within three (3) months of contract award; and
- 6.4** Provide support and maintenance services remotely from the contractor's location.

7.0 Location of Training

The Contractor must provide training in Ottawa, Ontario, Canada at a location provided by DND.

8.0 LANGUAGE OF WORK

The software and support materials must be written in English language.

9.0 LIST OF TACTICAL DATA LINK STANDARDS

Data Link/Function	NATO Standard	USA Standard
Link 11	ATDLP-5.11	MIL-STD-6011
Link 16	ATDLP-5.16	MIL-STD-6016
Link 22	ATDLP-5.22	N/A
VMF	N/A	MIL-STD-3011
Forwarding	ATDLP-6.16	MIL-STD-6020
Joint Range Extension	ATDLP-5.18	MIL-STD-3011

ANNEX "B"**BASIS OF PAYMENT**

Bidders must submit firm prices in Canadian Dollars, DDP destination (As per destination in Annex A), Canadian customs duties and excise taxes included, sales taxes excluded.

Initial Requirement			
Item #	Description	Quantity	Cost (CAD\$)
1	Software license; fully functional and capable of accessing and executing all the functions of the software as per Annex "A" SOW Section 5	1	
2	Additional software licenses which include, at minimum, the ability to develop, maintain, and export the TDL implementation of a platform as per Annex "A" SOW Section 5	15	
3	Support and maintenance for the software for Year 1 as per Annex "A" SOW Section 5.4 (for all 16 licenses)	1	
4	Support and maintenance for the software for Year 2 as per Annex "A" SOW Section 5.4 (for all 16 licenses)	1	
5	Support and maintenance for the software for Year 3 as per Annex "A" SOW Section 5.4 (for all 16 licenses)	1	
Training			
	Description	Quantity	Cost (CAD\$)
6	Training for end-users covering all the functionality of the software including the capabilities of the toolset, how to capture data, and how to analyse the output as per Annex "A" SOW Section 5.3	Up to 20 people	Included

(A) Total Initial Requirement and Training Cost: _____

Optional Items			
Item #	Description	Quantity	Cost (CAD\$)
7	Support and maintenance for the software Option Year 1 as per Annex "A" SOW Section 5.4 (for all 16 licenses)	1	
8	Support and maintenance for the software Option Year 2 as per Annex "A" SOW Section 5.4 (for all 16 licenses)	1	

(B) Total Option Year Cost: _____

(For evaluation purposes only) Total Evaluated Price = (A) + (B): _____

Annex "C"**TECHNICAL EVALUATION CRITERIA****1. Mandatory Technical Criteria**

- 1.1** The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- 1.2** Bidders are required to submit responses to these technical criteria showing how their solution meets the requirement.
- 1.3** Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MTC)			
#	Mandatory Criterion	Bid Preparation Instructions	Met (Yes/No)
MTC.1	The proposed software must support the capture of Tactical Data Link (TDL) implementation data to value level and the capture of operationally significant deviations from the NATO and USA TDL standards listed at Annex "A", Statement of Work, Section 9.	Product documentation and/or vendor description will indicate to what level a TDL implementation can be captured and which standards are supported for the capture of deviations.	
MTC.2	The proposed software must support the analysis of TDL interoperability at the implementation level both from a single link and multi-link perspective and in the context of Information Exchange Requirements (IERs).	Product documentation and/or vendor description will indicate that analysis of TDL interoperability from a single link and multi-link perspective is supported in the context of IERs.	
MTC.3	The proposed software must support the capture of platform/interoperability issues which can be re-used in multiple analyses with other platform data. Once the information is captured, it needs to be displayed in a standardized data format including MS Excel, MS Word, PDF, HTML, etc.	Product documentation and/or vendor description will indicate that the capture of platform/interoperability issues is supported and what standardized data formats are supported for display.	
MTC.4	The proposed software must support the capture of Capabilities and Limitations (Caps and Lims) across the entirety of TDL systems not just those relating to the NATO and USA TDL Message Standards (e.g. Network Management, Bearer issues etc.).	Product documentation and/or vendor description will indicate what aspects of TDL systems are supported for the purpose of capturing Caps and Lims.	
MTC.5	Provide a graphical representation of TDL systems Caps and Lims in the context of operational IERs for use/understanding by military operational users.	Product documentation and/or vendor description will indicate that the software provides a graphical	

		representation TDL systems Caps and Lims.	
MTC.6	Provide outputs in a in an HTML format suitable for publishing to Web servers and/or SharePoint.	Product documentation and/or vendor description will indicate that HTML outputs are supported for publishing to Web Servers and/or SharePoint.	
MTC.7	Supports the exchange of data using Commercial off-the-shelf software (COTS) and standardized data formats including but not limited to MS Excel, MS Word, PDF, MS SQL Server, and NATO XML Schema.	Product documentation and/or vendor description will indicate which COTS software and standardized data formats are supported.	
MTC.8	The proposed software must be compatible with the Microsoft Windows 10 operating system.	Product documentation and/or vendor description will indicate the support for Microsoft Windows 10 operating system.	

Annex "D" to PART 5 OF THE BID SOLICITATION

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

ANNEX "E" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

Software Publisher Certification Form

Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

[bidders should add or remove lines as needed]

Software Publisher Authorization Form

Software Publisher Authorization Form

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

OEM Certification Form

OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____